

1 David P. Addington  
2 298 Saint James Drive  
3 Piedmont, CA 94611

4 (415) 606-6552  
5 david@cachamp.com

6 In pro per

7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 In re:

12 **PG&E CORPORATION,**

13 **-and-**

14 **PACIFIC GAS AND ELECTRIC**  
15 **COMPANY.**

16 **Debtors.**

17 Affects Both Debtors

Case No. 219-30088 (DM)

Judge Dennis Montali

Chapter 11

(Lead Case) (Jointly Administered)

**CREDITOR DAVID P.**  
**ADDINGTON'S STATUS**  
**CONFERENCE STATEMENT**

**[Related to Docket No. 10673]**

Date: November 9, 2021

Time: 10:00 am (Pacific Time)

Place: (Telephonic Appearances Only)

United States Bankruptcy Court

Courtroom 17, 16<sup>th</sup> Floor

San Francisco, CA 94102

1       **I.       BRIEFING SCHEDULE**

2               Without acceptance or comment on the assertions made in the Debtors'  
3 Status Conference Statement, Addington requests 60 days to file his opposition brief.  
4 Addington requests 14 days to file his Sur Reply – should such be desired after review of  
5 Debtors' Reply Brief.

6       **II.       BRIEFING SUBSTANCE**


7               Debtors' Status Conference Statement is factually inaccurate as regards the  
8 current title to 298 Saint James Drive, Piedmont California. Mr. Addington did not  
9 “attempt” to terminate the subject easement – he did in fact terminate it. As of the  
10 scheduled hearing date of November 9, 2021, there has been no easement encumbering  
11 298 Saint James for 1,622 days. One of the major title companies in California in fact  
12 has issued its title report for 298 Saint James Drive affirming the easement's  
13 termination. Not once during these 1,622 days has the Debtor taken any action to  
14 restore, return, resurrect, or resuscitate their long-terminated easement.

15              Addington's Creditor's Claim for payment from the Debtor is before the  
16 Court. The Court's determination of Addington's Creditor's Claim will not change the  
17 real property title of 298 Saint James. As it is today, regardless of the Court's ruling on  
18 Addington's Claim, no easement for the transmission of power will encumber  
19 Addington's property. In their Status Conference Statement, Debtors acknowledge that  
20 an adversary proceeding may be necessary to resolve title, but they assert “that it would  
21 be most efficient and the best use of the parties' and the Court's resources to address the  
22 legal arguments raised in the Omnibus Objection first, before determining whether a  
23 quiet title action is necessary.” Debtors then contradictorily propose, however, that  
24 these proceedings nevertheless could be the equivalent of a quiet title action, asking the  
25 Court to decide in the context of Addington's Creditor's Claim whether Addington's  
26 termination of the easement “as a matter of law” extinguished the easement. The  
27 Debtors do not have the prerogative of circumventing my procedural rights in that  
28 manner. In any event, I do not believe the Court's ruling on the Creditor's Claim can  
result in a judgment resolving title in the easement, which Debtors seem to suggest.  
Instead, if Debtors somehow are correct about their easement, which I deny, litigation of

1 that title in a separate legal action—here an adversary proceeding—would be necessary  
2 to restore the title to its pre-termination status.

3  
4 Nevertheless, for the sake of judicial efficiency, Addington will stipulate  
5 that should the Court decide that Debtors have established that the easement's  
6 termination was invalid as a matter of law, Addington will take such steps as are  
7 necessary to terminate the termination, provided that Debtors shall agree that should  
8 they fail to establish the termination was invalid as a matter of law, Debtors will accept  
9 the termination.

10 November 8, 2021

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14 David P. Addington  
15 Claim # 3093  
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